

# GREEN GABLES METROPOLITAN DISTRICT NO. 1

8390 E. CRESCENT PKWY., STE. 300  
GREENWOOD VILLAGE, CO 80111  
303-779-5710 (O) 303-779-0348 (F)  
[www.greengablesmdl.org](http://www.greengablesmdl.org)

## NOTICE OF SPECIAL MEETING AND AGENDA

**DATE:** Wednesday, April 3, 2024

**TIME:** 1:00 p.m.

**LOCATION:** **In-Person**  
Club House  
2139 S. Reed Street  
Lakewood, CO 80227

**Microsoft Teams**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_M2QxNTdmYjQtMjc1NC00OGEzLWlxMjctODkyMTFIY2UxZTVh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2QxNTdmYjQtMjc1NC00OGEzLWlxMjctODkyMTFIY2UxZTVh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d)

**or Dial In: 1-720- 547-5281 Conference ID: 735 187 484#**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
JoAnn Zelasko	President	May 2027
Paul Bartos	Assistant Secretary	May 2027
Les Steckler	Assistant Secretary	May 2025
Mark Arreguin	Assistant Secretary	May 2025

### **I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting and posting of meeting notices.
- C. Consider appointment of eligible elector(s) to the Board.
- D. Review and consider approval of Minutes from November 13, 2024 Special Meeting and Minutes from January 9, 2024 Special Meeting (enclosures).

### **II. MANAGER MATTERS**

- A. Ratify approval of designating Rocky Mountain Pump as the District’s contractor for pump house maintenance for 2024 (enclosure).

- B. Review and consider approval of Landscape Maintenance Agreement Between the District and Brightview Landscape Services, Inc. (enclosure).
- C. Review and consider approval of Brightview Landscape Services, Inc. Proposal to clean drip valve screens (enclosure).
- D. Discuss appointing a subcommittee to manage the BrightView work funded by the money from Lennar.
- E. Discuss appointing a subcommittee to decide on and manage the work by Custom Fence (repairs of monuments).

### **III. FINANCIAL MATTERS**

- A. Review and consider approval of December 31, 2023 Unaudited Financials Statements (enclosure).
- B. Review and ratify/approve claims paid November 2, 2023 - March 26, 2024 in the amount of \$76,939.12 (enclosure).
- C. Update on Xcel billing rate.

### **IV. OTHER BUSINESS**

- A. Public comment.

### **V. ADJOURNMENT**

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)  
HELD  
NOVEMBER 13, 2023

A special meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on November 13, 2023, at 6:00 p.m. This District Board meeting was held at Green Gables Clubhouse, 2139 S. Reed Street, Lakewood, CO 80227 and via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

JoAnn Zelasko, President  
Krystal Smith, Treasurer  
Paul Bartos, Secretary  
Mark Arreguin, Assistant Secretary

Director Les Steckler, Assistant Secretary was absent and excused.

Also, In Attendance Were:

Denise Denslow, Lindsay Ross and Stephanie Odewumi; CliftonLarsonAllen LLP  
Colin Mielke; Seter & Vander Wall, P.C.  
Leigh Dufresne; BrightView Landscaping  
Sue Robinson, Tom D. and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Upon a motion duly made by President Zelasko, seconded Director Bartos and, upon a vote, unanimously carried, the Board called the meeting to order at 6:01 p.m. and approved the agenda, as amended to add “Discussion regarding Maintenance IGA with District No. 2” and “Discussion regarding Dedication of Public Improvements by Lennar” to the agenda.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notices:**

The Board had been previously advised that pursuant to Colorado law, certain disclosures by the Board members might be required prior to taking official action at the meeting. The Board then reviewed the agenda for the meeting, following which each Board member affirmed their conflicts of interest, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act. It was noted posting of meeting notice was confirmed and a posted.

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### CONSENT AGENDA

The Board reviewed the following Consent Agenda items:

- Approve Minutes of the September 11, 2023 Special Meeting
- Approval of BrightView Snow Agreement for 2023-2024

Upon motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

### FINANCIAL MATTERS

**Payment of Claims in the amount of \$71,502.01:** Ms. Ross reviewed the payment of claims with the Board. Following review, upon a motion duly made by President Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board ratified approval of payment of claims in the amount of \$71,502.01, as presented.

**September 30, 2023 Unaudited Financial Statements:** Ms. Ross reviewed the financial statements with the Board, noting the balances in each of the accounts. She stated that property taxes are 98% collected. In the General Fund, the expenditures are under budget. Discussion followed regarding a notation to explain the reduced revenues and expenditures due to water use and water acquisition costs. In the Debt Service Fund, interest income is higher than budget due to increased interest rates. There have been no expenditures in the Capital Project Fund. Following discussion, upon a motion duly made by Director Smith, seconded by Director Bartos and, upon vote, unanimously carried, the Board accepted the September 30, 2023 Unaudited Financial Statements, as presented.

**Public Hearing on Proposed 2024 Budget and Resolution No. 2023-11-01 to Adopt the 2024 Budget and Appropriate Sums of Money and Set Mill Levies:** Upon motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board opened the public hearing to consider the proposed 2024 Budget at 6:12 p.m.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

Ms. Ross reviewed the draft budget with the board, noting that the last column is no longer relevant as Proposition HH did not pass. She stated that the assessed valuation increased by 27% from the prior year which allows for some reduction in the Debt Service mill levy. A question was asked as to what will be done to ease the property tax burden, depending on the legislatures

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actions. Ms. Ross noted that the reduction in the Debt Service mill levy helps to reduce this burden. Discussion followed and Mr. Mielke stated that there may be a need for a special meeting should there be action taken that would reduce the revenue. He stated that the bond documents permit for a mill levy float to address reduction in assessed valuation ratios.

Upon motion duly made by Director Zelasko, seconded by Director Smith and, upon vote, unanimously carried, the Board closed the hearing at 6:26 p.m.

The Board continued to review the budget. Discussion followed regarding potential costs related to irrigation repairs as this is the first year the District will be responsible for them. Additionally, the draft budget did not include the final rates from Bancroft Water. Ms. Ross reviewed the proposed mill levy breakdown to confirm the Board's desire to certify the mill levies, as presented, with the reduction in the Debt Service fund rate.

Upon motion duly made by Director Bartos, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted the 2024 Budget, subject to changes in final assessed valuation, receipt of water rates from Bancroft, and finalization of insurance costs.

**District Accountant to Prepare DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and other interested parties:** Upon motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board authorized the District accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

**Engagement Letter with Fiscal Focus Partners to Prepare 2023 Audit:** Upon motion duly made by Director Bartos, seconded by Director Zelasko and, upon vote, unanimously carried, the Board approved the engagement letter with Fiscal Focus Partners to prepare the 2023 Audit.

**District Accountant to Prepare 2025 Budget:** Upon motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board appointed the District accountant to prepare 2025 Budget.

**CLA Cash Access:** Ms. Ross reviewed the cash access information in the CLA MSA.

LEGAL  
MATTERS

None.

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### MANAGER MATTERS

**2024 Annual Administrative Resolution:** Ms. Odewumi provided an overview of the Resolution to the Board. Upon motion duly made by Director Zelasko, seconded by Director Smith and, upon vote, unanimously carried, the Board determined that regular meetings will be held at the clubhouse and virtually, and that the annual meeting would be held in November. Any additional meetings will be noticed as special.

**2024 Insurance Renewal:** Director Zelasko informed the Board that she and Director Smith have been working with T. Charles Wilson to expand the property schedule to include items such as the pump house, detention ponds, landscaping, and portions of the bridge. It was confirmed that grass and sidewalks were not added to the property schedule. Discussion followed regarding the process to value the added items and how they may impact the premiums. Upon motion duly made by Director Bartos, seconded by Director Zelasko and, upon vote, unanimously carried, the Board approved 2024 insurance renewal, pending final review and analysis of the insurance committee.

**CliftonLarsonAllen LLP Master Services Agreement and related Statement(s) of Work:** Upon motion duly made by Director Zelasko, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the CLA MSA and related statements of work for 2024.

### DIRECTOR MATTERS

**Maintenance Responsibility Descriptions Between GGMD1 and GGHOA:** Director Zelasko described the draft map that delineates the responsibilities, noting that the description needs to be finalized. The HOA has signed off on the current version. Upon motion duly made by Director Bartos, seconded by Director Smith and, upon vote, unanimously carried, the Board approved this final draft of the map, finalize the description and post on the website.

**Current Status of Acceptance of Public Improvements from Lennar:** Director Zelasko updated the Board on the status, noting that there is still work to be done. The direction is trending in a positive direction, but the quotes from Lennar are not complete. Mr. Mielke continues to work with Lennar to get this to the Board for review. Discussion followed regarding the timeline of upon receipt of formal request for acceptance. The District did not accept the improvements and provided a punch list, and as such, is no longer bound by the 30 day response requirement as it is currently in Lennar's hands.

### OTHER BUSINESS

**Public Comment:** None.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a

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motion duly made by Director Zelasko, seconded by President Bartos and, upon vote, unanimously carried the meeting was adjourned at 7:18 p.m.

By \_\_\_\_\_  
Secretary for the Meeting

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)  
HELD  
JANUARY 9, 2024

A special meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on January 9, 2024, at 11:00 a.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

JoAnn Zelasko, President  
Paul Bartos, Assistant Secretary  
Mark Arreguin, Assistant Secretary  
Les Steckler, Assistant Secretary

Director Krystal Smith, Secretary/Treasurer, was absent and excused.

Also, In Attendance Were:

Stephanie Odewumi; CliftonLarsonAllen LLP  
Colin Mielke; Seter & Vander Wall, P.C.  
Steve George, Lynn White, and Jan Hirschfeld and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Upon a motion duly made by President Zelasko, seconded by Director Steckler and, upon vote, unanimously carried, the Board called the meeting to order at 11:00 a.m. and approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notices:**

The Board had been previously advised that pursuant to Colorado law, certain disclosures by the Board members might be required prior to taking official action at the meeting. The Board then reviewed the agenda for the meeting, following which each Board member affirmed their conflicts of interest, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act. It was noted posting of meeting notice was confirmed and a posted.

### DIRECTOR MATTERS

**Lennar Response to GGMD#1 Punch List:**

President Zelasko informed the Board of the status of discussions with Lennar regarding the punch list related to the public improvements to be dedicated to the District. The Board reviewed the punch list and discussed Lennar’s responses to the same, as follows:



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**Items #1 - Pumphouse Agreement:** The Board had no objections to the comments on Lennar's response to this portion of the punch list.

**Pump System Agreement in the amount of \$20,000.00:** The Board discussed Lennar's offer to provide \$20,000 towards the repairs identified for the pump system in the punch list and whether the amount was sufficient to cover needed repairs. Attorney Mielke noted that the cost of any repairs will be split with Green Gables Metropolitan District No. 2 pursuant to the water service IGA with District No. 2.

**Sanderson Gulch Waterway Agreement:** It was noted that Lennar has provided documentation showing U.S. Army Corps of Engineer approvals and has further agreed to provide Mile High Flood District approvals upon receipt. Lennar has also agreed to provide a list of any ongoing maintenance activities that may be required for the gulch. The Board agreed to accept this portion of the punch list subject to receipt of approval from all applicable jurisdictions and a list of required maintenance activities.

**Landscaping Not Including Townhomes Agreement in the proposed amount of \$43,000.00:** The Board reviewed the proposal from Lennar to pay \$43,000 to the District for landscaping punch list items, with such amount being based on a quote received from BrightView for the punch list items. President Zelasko noted that BrightView confirmed that it will honor the proposal. The Board agreed to accept this punch list item, as presented.

**Irrigation System Agreement:** The Board discussed the irrigation system, noting that Lennar completed the punch list work, the District has inspected the work, and that the District will be responsible for future repairs to its portion of the system. Mr. George informed the Board of the HOA's inspection of the system prior to shutoff and confirmed that the HOA approved of the system prior to shutoff. The Board agreed to accept this punch list item, as presented.

**Plants at Townhomes Agreement:** The Board noted that Lennar has agreed that replacements in this area for the plants that were planted in 2023 will not be at the expense of District 1 in 2024 if those plants do not bloom by June/July 2024, and that Lennar will coordinate reseeding of the native grass one time if necessary at the time. Director Zelasko noted her desire to work with Landwise versus going through Lennar for replacements. The Board agreed to accept this punch list item with the understanding that if the plants that were planted in 2023 do not

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bloom by June/July 2024 and if the native area needs to be reseeded at that time, such activities will be performed at Lennar's expense.

**Monuments/Stonework/Concrete Agreement in the proposed payment amount of \$33,000.00:** The Board reviewed the proposal from Lennar to pay the approximately \$33,000 set forth in the Custom Fence proposal for monument, stonework, and concrete repairs. It was noted that the change in the bid amount should be extended to June 1 versus April 1 to allow the District time to have the work performed in late spring/early summer to avoid cracking. The Board agreed to accept this proposal from Lennar.

**Fencing Agreement:** The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Water Quality Ponds Agreement:** The Board reviewed this punch list item and noted that the ponds have been dry since late fall. Two homes appear to have been pumping excess water that was draining into the west pond and affecting the pond's drainage earlier in the year. The Board discussed Lennar's responsibility if the ponds were inadequately engineered. Attorney Mielke noted that the conveyance of the public improvements includes a warranty and indemnification from Lennar but noted that it is a warranty against design in violation of applicable jurisdictions' requirements and not a guarantee that the ponds were constructed to the best design possible. The Board reviewed and accepted Lennar's punch list responses, as presented.

**Sidewalks and Curbs Agreement:** The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Bridge Lights Agreement:** The Board noted that the bridge lights have been removed and Lennar has agreed to touch up the paint on the bridge. The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Utility Stands Agreement:** The Board confirmed that the utility stand has been repaired. The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

Following review, upon a motion duly made by Director Bartos, seconded by Director Steckler and, upon vote, unanimously carried, the Board appointed Director's Zelasko and Arreguin, CLA and legal to do final response with assignment of warranties and bill of sale documents.

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Upon a motion duly made by Director Bartos, seconded by Director Steckler and, upon vote, unanimously carried, the Board approved all items on the punch list, as discussed.

### OTHER BUSINESS

**Public Comment:** Two members of the public thanked the Board for the work to complete Lennar's conveyance of the public improvements to the District.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Bartos, seconded by Director Arreguin and, upon vote, unanimously carried the meeting was adjourned at 12:23 p.m.

By \_\_\_\_\_  
Secretary for the Meeting

## SERVICE AGREEMENT FOR PUMP HOUSE MAINTENANCE SERVICES

**THIS SERVICE AGREEMENT FOR PUMP HOUSE MAINTENANCE SERVICES** (“Agreement”) is entered into and effective as of the 12 day of March, 2024, by and between **GREEN GABLES METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **ROCKY MOUNTAIN PUMP & CONTROLS, LLC**, a Colorado limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Promptly advise the District of the status of the Services required by this Agreement on a regular basis and any concerns or problems, and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

## 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid in lump sum payments for spring startup and fall winterization, and shall be paid in seven equal monthly increments for performance of monthly inspections, for an annual total amount not to exceed \$4,775, as set forth in Exhibit A attached hereto. Repairs are to be performed on a time and materials basis, and must be approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit B ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit invoices to the District in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit A, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2024. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.



## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Jefferson, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Green Gables Metropolitan District No. 1 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO Phone: (303) 779-5710 Email: stephanie.odewumi@claconnect.com Attn: Stephanie Odewumi
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With a copy to: Seter, Vander Wall & Mielke, P.C.  
7400 E. Orchard Road, Suite 3300  
Greenwood Village, CO 80111  
Phone: (303) 770-2700  
Email: cmielke@svwpc.com  
Attn: Colin B. Mielke

To Consultant: Rocky Mountain Pump & Controls, LLC  
7230 S. Sundown Circle  
Littleton, CO 80120  
Phone: 303-524-5844  
Email: craig@rmpumpcontrols.com  
Attn: Craig Gershon

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SERVICE AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
**ROCKY MOUNTAIN PUMP &  
CONTROLS, LLC**

By: Craig Z. Gershon  
Its: President

District:  
**GREEN GABLES METROPOLITAN  
DISTRICT NO. 1**

DocuSigned by:  
By: John Belasko  
0D0EB525FA8E4A9  
President

**EXHIBIT A**  
**SCOPE OF SERVICES**

{00720554}  
Green Gables/Rocky Mountain Pump  
Pump House Maintenance Agreement (2024)

**EXHIBIT B  
FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

**APPROVED:**

  

By: \_\_\_\_\_

**District**

**APPROVED:**

  

By: \_\_\_\_\_

**Consultant**



## QUOTATION PROPOSAL

FROM: **Rocky Mountain Pump & Controls, LLC**  
 303-524-5844  
 email: craig@rmpumpcontrols.com

Date: 10/24/2023

Quotation# 1023-10

To: Miss Stephanie Odewumi  
 Green Gables Metro District  
 Public Manager  
 Business Operations-CLA

Delivery: 30 days

### **Green Gables Metro Dist. Irrigation Pump Station Maintenance 2024**

This is a proposal to perform preventive maintenance on the Green Gables pump station. This maintenance will be done over the irrigation season over monthly checks, Spring startup, and Winterization.

**Spring Startup:** This work would involve checking packing adjustments of pumps, cleaning the small screens on the heat exchanger loop and the high-pressure relief valve, cleaning the down stream sensing port, changing the motor oil and greasing the motors, tightening the electrical connections in the control panel, and electrical checks plus operating the pump station. Then, checking the operation of the intake screen and the large filters in the pump station while charging the system.

**Monthly Checks:** This work would involve monthly meter readings, checking the operation of pump station components and pump station operation.

**Winterization:** This work would involve a general overview of the pump station and then draining all the components that retain water on the pump station including the heat exchanger, all flush valves, the high-pressure relief valve and the pump station manifold complete. Compressed air would be blown through the heat exchanger and anti-freeze would be placed on the bonnet of the HPRV. The pulling of the filter screen out of the V-1000 filter and taking to a car wash and pressure washing the screen. Then, reinstalling for the winter.

Services will be done to fulfill the description below:

- Monthly on-site inspection of the pumping facility
  - Ensure proper operation of pumps, controls, filters, facility heater and ventilation system
  - Identify any leaks, maintenance requirements, vandalism issues, etc.
- Monthly meter reading for three meters. The pump facility has one 10" meter and there is one meter located adjacent to the pump station that serves the lakefront landscape and one meter for the adjacent Green Gables Metropolitan District No. 2's water usage.
- Annual Water Usage: Contractor will do everything within their power to conserve water and notify the District of water saving opportunities.
- Arrange for annual servicing of the pumping facility including motors, controls, screens, etc.
- This contract covers normal start-up and winterization costs. If any repairs are necessary to complete start-up, see below.
  - Repairs, replacements, and upgrades to the system shall be approved in advance by the District. Detailed proposals for the work.
- Educate District representatives on pump operations and maintenance protocols upon request, and provide written reports with preventative maintenance and cost-saving recommendations at startup and shutdown of District facilities

Services:

- Inspections of pumps

{00720556}

- o Verify proper operation and pressure differential of pumping facility screens (discharge and intake)
- o Start-up
- o Winterization

<b>Spring startup:</b>	<b>\$715</b>
<b>Monthly checks (7 months- April through October):</b>	<b>\$3220</b>
<b>Fall Winterization:</b>	<b>\$840</b>
<b>Yearly Total:</b>	<b>\$4775</b>

**\*If other parts need replacing, then CLA would be notified, and approval would be sought.**  
**\*It is very important to coordinate times with irrigation contractors while charging the system in the spring and to coordinate when to winterize the pump station after the irrigation is blown out.**

Purchase orders should be made out to Rocky Mountain Pump & Controls, LLC. Payment to be made in US Dollars. This quote is good for 30 days from the above date.

QUOTED BY: Craig J. Gershon  
 Craig Gershon, President  
 Rocky Mountain Pump & Controls, LLC

Date: 3/11/24

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

End of Quotation # 1022-03



**Certificate Of Completion**

Envelope Id: 0552E166FDCE48458EEFA91E44C9C725	Status: Completed
Subject: Complete with DocuSign: Green Gables MSA 2024.pdf	
Client Name: Green Gables MD 1	
Client Number: A375492	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Chelsea Bojewski
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Chelsea.Bojewski@claconnect.com
	IP Address: 65.59.88.254

**Record Tracking**

Status: Original	Holder: Chelsea Bojewski	Location: DocuSign
3/18/2024 11:11:26 AM	Chelsea.Bojewski@claconnect.com	

**Signer Events**

JoAnn Zelasko  
jfelasko@hotmail.com  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 75.70.131.19  
Signed using mobile

**Timestamp**

Sent: 3/18/2024 11:13:37 AM  
Viewed: 3/18/2024 6:13:51 PM  
Signed: 3/18/2024 6:14:32 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/18/2024 6:13:51 PM  
ID: 219e9126-93ec-43d6-86b6-328fd1bb7404

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

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**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

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**Carbon Copy Events**

**Status**

**Timestamp**

Records  
sdrecordsretention@claconnect.com  
Security Level: Email, Account Authentication (None)



Sent: 3/18/2024 11:13:38 AM  
Viewed: 3/20/2024 10:17:42 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/5/2023 9:27:44 AM  
ID: 2eeab7cf-9041-488d-bed0-8baedf289723

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	3/18/2024 11:13:38 AM
Certified Delivered	Security Checked	3/18/2024 6:13:51 PM
Signing Complete	Security Checked	3/18/2024 6:14:32 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/18/2024 6:14:32 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

## LANDSCAPE SERVICES AGREEMENT

**Date:** February 6, 2023

**BrightView:** BrightView Landscape Services, Inc.

**Client:** Green Gables Metropolitan District No. 1

**Contract Start Date:** April 1, 2024

**Contract End Date:** December 31, 2024

**Service Fee\*:** 49,329.00

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
  - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
  - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
  - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
2. **Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
  - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
  - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
  - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the

payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

#### 6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

#### 7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days' prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### 8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of



performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView’s compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: Michael Crespin  
Address: 2333 West Oxford Ave.  
Sheridan, CO 80110

With a copy to:

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: Stephanie Odewumi  
Address: Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO  
80111

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the preamble)**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Green Gables Metro District No. 1	Landscape Site Location:	Wadsworth Ave and Jewell Ave Lakewood, CO
Client Business Name:	Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen, LLP	Client Contact Name:	Stephanie Odewumi
Client Contact Telephone:	303-265-7845	Client Contact Email:	stephanie.odewumi@claconnect.com
Billing Business Name:	Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen, LLP	Billing Contact Name:	Stephanie Odewumi
Billing Contact Telephone:	303-265-7845	Billing Contact Address:	stephanie.odewumi@claconnect.com
BrightView Contact Name:	Leigh DuFresne	BrightView Contact Telephone:	303-257-2964

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

**Table A: Recurring Service Fee:**

<b>Term 1 - 2024</b>		
<u>January</u>		
<u>February</u>		
<u>March</u>		
<u>April:</u> \$5,481.00		
<u>May:</u> \$5,481.00		
<u>June:</u> \$5,481.00		
<u>July:</u> \$5,481.00		
<u>August:</u> \$5,481.00		
<u>September:</u> \$5,481.00		
<u>October:</u> \$5,481.00		
<u>November:</u> \$5,481.00		
<u>December:</u> \$5,481.00		
<b><u>TOTAL - \$49,329.00</u></b>		

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of January 2022 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

**Table B: Per Occurrence Service Fee Schedule as follows :**

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Pre-Authorized Irrigation Repairs	As Needed	\$ 70 / hr + materials	NTE - \$700.00
Emergency Irrigation Repairs	As Needed	\$ 140/hr	\$ TBD
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

## Scope of Landscape Services

### Description of Services (attach diagrams if necessary):

#### “Service Specifications for Contract Landscape Management.”

I. **Scope of Work:**

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. **Turf Care:**

A. *Mowing: Included Frequencies: 26*

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. *String Trimming: Included Frequencies: 26*

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. *Edging: Included Frequencies : 7*

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

D. *Blowing: Included Frequencies: 26*

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

E. *Aeration: Included Frequencies: 1*

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. *Fertilization: Included Frequencies: 1 Season-Release Application*

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. *Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

III. **Shrubs and Bed Areas**

A. *Shrub Pruning: 2*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. *Weed Control: Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. **Tree Care:**

A. *Limbing: Included Frequencies: 1*

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

V. **Native Areas:**

A. *Native Turf / Median Mowing: Included Frequencies: NA*

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

B. *Mow Beauty Bands : Included Frequencies: 5*

Mow along fence lines, paths, walks and curb lines, one mowers width.

C. *Post Emergent Broadleaf Weed Control: Included Frequencies: 1*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

VI. **Irrigation System:**

A. *Activation: Included Frequencies: 0*

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

**B. Monitoring: Included Frequencies: 10 (from turnover through winterization as weather conditions dictate)**

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

**C. Deactivation / Winterization: Included Frequencies: 1**

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at time + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

**D. Emergency Service Calls:**

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 7:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

**E. Irrigation Repairs:**

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$70 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$700 during any single occurrence. Repairs above \$700 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

**VII. Landscape Debris & Trash Cleanup:**

**A. Growing Season: Included Frequencies: 26-including dog stations and trash cans. We will supply the bags**

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet waste stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

**B. Dormant Season: Included Frequencies: 9- including dog stations and trash cans. We will supply the bags**

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

**VIII. Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

**IX. Fall Cleanup: Included Frequencies: 2**

Typically in November/December, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract.. Upon request, a price will be provided for additional services.



No. 1468183

Authorization for Extra Work

Date 3.20.24  
 Client Name \_\_\_\_\_  
 Client/Jobsite Phone No. \_\_\_\_\_  
 Job Name GREEN CABLES Metro District  
 Description of Work IRRIGATION PROPOSAL

**INTERNAL USE ONLY**

Client Number 21823698  
 Job Number/Coding 0494 1586  
 Purchase/Work Order \_\_\_\_\_  
 Tax Code: \_\_\_\_\_

OTHER NOTES:

CLEAN DRIP VALVE SCREENS

- Do not mail; send invoice back to branch
- Attach copy of signed approval letter w/invoice

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
	<u>LABOR</u>	<u>10</u>	<u>\$70</u>	<u>\$700.00</u>
<b>Total Labor &amp; Materials, including Sales Tax</b>				<u>\$700.00</u>

This bid is valid for 60 calendar days unless otherwise approved by BrightView

**THIS IS NOT AN INVOICE**

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

**X**  
 Approved by BrightView Representative

**X**  
 Approved by Client Representative

Date

GREEN GABLES METROPOLITAN DISTRICT NO. 1  
FINANCIAL STATEMENTS  
DECEMBER 31, 2023



**Green Gables Metro District No. 1**  
**Balance Sheet - Governmental Funds**  
**December 31, 2023**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>				
Checking Account	\$ 7,237.86	\$ -	\$ -	\$ 7,237.86
CSAFE	348,399.56	23,134.79	72,036.06	443,570.41
PNC Debt Service Reserve	-	851,940.13	-	851,940.13
PNC Loan Payment Fund	-	274,913.01	-	274,913.01
Accounts Receivable	3,376.38	-	-	3,376.38
Receivable from County Treasurer	1,065.01	3,062.06	-	4,127.07
Property Tax Receivable	287,338.00	664,366.00	-	951,704.00
Prepaid Insurance	5,009.00	-	-	5,009.00
<b>Total Assets</b>	<u>\$ 652,425.81</u>	<u>\$ 1,817,415.99</u>	<u>\$ 72,036.06</u>	<u>\$ 2,541,877.86</u>
<b>Liabilities</b>				
Accounts Payable	\$ 7,822.48	\$ -	\$ -	\$ 7,822.48
Deferred Property Tax	287,338.00	664,366.00	-	951,704.00
<b>Total Liabilities</b>	<u>295,160.48</u>	<u>664,366.00</u>	<u>-</u>	<u>959,526.48</u>
<b>Fund Balances</b>	<u>357,265.33</u>	<u>1,153,049.99</u>	<u>72,036.06</u>	<u>1,582,351.38</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 652,425.81</u>	<u>\$ 1,817,415.99</u>	<u>\$ 72,036.06</u>	<u>\$ 2,541,877.86</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Green Gables Metro District No. 1**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 240,130.00	\$ 240,123.83	\$ 6.17
Specific ownership taxes	16,809.00	17,184.49	(375.49)
Interest income	2,100.00	11,662.72	(9,562.72)
Water - Revenue from HOA	210,000.00	54,687.88	155,312.12
Water - Revenue from Lennar GGMD NO. 2	29,560.00	32,730.46	(3,170.46)
Miscellaneous Revenue	39,600.00	2,841.86	36,758.14
Total Revenue	<u>538,199.00</u>	<u>359,231.24</u>	<u>178,967.76</u>
Expenditures			
Accounting	48,300.00	26,499.84	21,800.16
Auditing	6,000.00	6,150.00	(150.00)
County Treasurer's fee	3,610.00	3,608.31	1.69
Dues and membership	700.00	667.31	32.69
Insurance	5,500.00	4,888.00	612.00
District management	46,000.00	43,143.77	2,856.23
Legal	58,000.00	33,882.29	24,117.71
Miscellaneous	1,200.00	1,043.94	156.06
Election	30,000.00	2,331.26	27,668.74
Landscaping	49,500.00	47,331.00	2,169.00
Snow removal	5,000.00	2,085.36	2,914.64
Storm drainage	10,000.00	-	10,000.00
Water - Acquisition Cost	225,000.00	71,021.21	153,978.79
Water Facility O&M	36,400.00	27,992.34	8,407.66
Contingency	11,790.00	-	11,790.00
Total Expenditures	<u>537,000.00</u>	<u>270,644.63</u>	<u>266,355.37</u>
Net Change in Fund Balances	1,199.00	88,586.61	(87,387.61)
Fund Balance - Beginning	214,495.00	268,678.72	(54,183.72)
Fund Balance - Ending	<u>\$ 215,694.00</u>	<u>\$ 357,265.33</u>	<u>\$ (141,571.33)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

## SUPPLEMENTARY INFORMATION

**Green Gables Metro District No. 1**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 690,408.00	\$ 690,390.29	\$ 17.71
Specific ownership taxes	48,329.00	49,407.91	(1,078.91)
Interest income	10,700.00	46,835.82	(36,135.82)
Total Revenue	<u>749,437.00</u>	<u>786,634.02</u>	<u>(37,197.02)</u>
Expenditures			
County Treasurer's fee	10,356.00	10,374.45	(18.45)
Bond interest	409,994.00	409,994.36	(0.36)
Bond principal	280,000.00	280,000.00	-
Contingency	4,650.00	-	4,650.00
Total Expenditures	<u>705,000.00</u>	<u>700,368.81</u>	<u>4,631.19</u>
Net Change in Fund Balances	44,437.00	86,265.21	(41,828.21)
Fund Balance - Beginning	1,054,032.00	1,066,784.78	(12,752.78)
Fund Balance - Ending	<u>\$ 1,098,469.00</u>	<u>\$ 1,153,049.99</u>	<u>\$ (54,580.99)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Green Gables Metro District No. 1**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 2,006.13	\$ (2,006.13)
Total Revenue	<u>-</u>	<u>2,006.13</u>	<u>(2,006.13)</u>
Expenditures			
Capital outlay	70,030.00	-	70,030.00
Total Expenditures	<u>70,030.00</u>	<u>-</u>	<u>70,030.00</u>
Net Change in Fund Balances	(70,030.00)	2,006.13	(72,036.13)
Fund Balance - Beginning	70,030.00	70,029.93	0.07
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 72,036.06</u>	<u>\$ (72,036.06)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1**  
**Schedule of Cash Position**  
**December 31, 2023**  
**Updated as of March 16, 2024**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 12/31/23	\$ 7,237.86	\$ -	\$ -	\$ 7,237.86
Subsequent activities:				
01/19/24 Bill.com Payments	(324.15)	-	-	(324.15)
01/22/24 Bill.com Payments	(1,314.00)	-	-	(1,314.00)
01/29/24 Xcel Energy	(253.47)	-	-	(253.47)
02/12/24 Transfer from CSAFE	10,000.00	-	-	10,000.00
02/28/24 Xcel Energy	(273.78)	-	-	(273.78)
03/07/24 Xcel Energy	(10.65)	-	-	(10.65)
03/11/24 Transfer from CSAFE	7,500.00	-	-	7,500.00
<i>Anticipated activities:</i>				
<i>Anticipated Bill.com Payments</i>	<i>(18,067.62)</i>	<i>-</i>	<i>-</i>	<i>(18,067.62)</i>
<i>Anticipated Balance</i>	<u>4,494.19</u>	<u>-</u>	<u>-</u>	<u>4,494.19</u>
<b><u>CSAFE</u></b>				
Balance as of 12/31/23	348,399.56	23,134.79	72,036.06	443,570.41
Subsequent activities:				
01/10/24 Property Taxes - December	1,065.01	3,062.06	-	4,127.07
01/31/24 Interest Income	1,635.33	108.59	338.12	2,082.04
02/12/24 Property Taxes - January	2,846.04	6,580.44	-	9,426.48
02/12/24 Transfer to First Bank	(10,000.00)	-	-	(10,000.00)
02/29/24 Interest Income	1,520.95	113.95	313.52	1,948.42
03/04/24 Lennar - Developer Contribution	110,594.00	-	-	110,594.00
03/10/24 Property Taxes - February	112,440.57	259,978.47	-	372,419.04
03/11/24 Transfer to First Bank	(7,500.00)	-	-	(7,500.00)
<i>Anticipated Balance</i>	<u>561,001.46</u>	<u>292,978.30</u>	<u>72,687.70</u>	<u>926,667.46</u>
<b><u>PNC - Payment Fund Account</u></b>				
Balance as of 12/31/23	-	274,913.01	-	274,913.01
Subsequent activities:				
01/31/24 Interest Income	-	651.98	-	651.98
02/29/24 Interest Income	-	611.36	-	611.36
<i>Anticipated Balance</i>	<u>-</u>	<u>276,176.35</u>	<u>-</u>	<u>276,176.35</u>
<b><u>PNC - Reserve Fund account</u></b>				
Balance as of 12/31/23	-	851,940.13	-	851,940.13
Subsequent activities:				
01/31/24 Interest Income	-	2,020.45	-	2,020.45
02/29/24 Interest Income	-	1,894.58	-	1,894.58
<i>Anticipated Balance</i>	<u>-</u>	<u>855,855.16</u>	<u>-</u>	<u>855,855.16</u>
<b>Total Anticipated Balances</b>	<b><u>\$ 565,495.65</u></b>	<b><u>\$ 1,425,009.81</u></b>	<b><u>\$ 72,687.70</u></b>	<b><u>\$ 2,063,193.16</u></b>

Yield information at 12/31/23  
CSAFE: 5.49%  
PNC: 2.84%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1**  
**Property Taxes Reconciliation**  
**2023**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received		Total Cash Received	% of Total Property Taxes Received		
							Monthly	Y-T-D		Monthly	Y-T-D	
January	\$ 8,542.00	\$ -	\$ 5,908.06	\$ -	\$ (128.13)	\$ -	\$ 14,321.93	0.92%	0.92%	\$ 15,042.01	1.00%	1.00%
February	385,840.67	-	5,576.57	-	(5,787.61)	-	385,629.63	41.46%	42.38%	\$ 364,308.70	39.20%	40.20%
March	46,853.26	-	5,844.74	-	(702.80)	-	51,995.20	5.04%	47.42%	\$ 73,760.68	7.44%	47.64%
April	105,546.70	-	4,820.76	34.38	(1,583.72)	-	108,818.12	11.34%	58.76%	\$ 130,103.62	13.68%	61.32%
May	71,644.73	-	5,944.87	25.68	(1,075.06)	-	76,540.22	7.70%	66.46%	\$ 54,893.05	5.41%	66.73%
June	276,822.15	-	5,306.27	-	(4,152.33)	-	277,976.09	29.75%	96.21%	\$ 295,342.80	31.74%	98.47%
July	18,895.13	-	5,416.11	533.58	(291.43)	-	24,553.39	2.03%	98.24%	\$ 16,107.14	1.16%	99.63%
August	38.90	-	6,378.10	1.55	(0.61)	-	6,417.94	0.00%	98.24%	\$ 10,331.58	0.37%	99.99%
September	-	-	5,469.25	-	-	-	5,469.25	0.00%	98.24%	\$ 5,463.63	0.00%	99.99%
October	1,288.15	-	5,922.91	21.12	(19.64)	-	7,212.54	0.14%	98.38%	\$ 5,724.54	0.00%	99.99%
November	15,042.43	-	5,877.69	1,052.98	(241.43)	-	21,731.67	1.62%	100.00%	\$ 5,307.10	0.00%	100.00%
December	-	-	4,127.07	-	-	-	4,127.07	0.00%	100.00%	\$ 4,111.87	0.00%	100.00%
<b>Total</b>	<b>\$ 930,514.12</b>	<b>\$ -</b>	<b>\$ 66,592.40</b>	<b>\$ 1,669.29</b>	<b>\$ (13,982.76)</b>	<b>\$ -</b>	<b>\$ 984,793.05</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 980,496.72</b>	<b>100.00%</b>	<b>100.00%</b>

	Assessed value	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Mills
Assessed valuation	\$ 14,610,889					
<b>Property Tax</b>						
General Fund		\$ 240,130.00	25.81%	\$ 240,123.84	100.00%	16.435
Debt Service Fund		690,408.00	74.19%	690,390.28	100.00%	47.253
<b>Total</b>		<b>\$ 930,538.00</b>	<b>100.00%</b>	<b>\$ 930,514.12</b>		<b>63.688</b>
<b>Specific Ownership Tax</b>						
General Fund		\$ 16,809.00	25.81%	\$ 17,184.48	102.23%	
Debt Service Fund		48,329.00	74.19%	49,407.92	102.23%	
<b>Total</b>		<b>\$ 65,138.00</b>	<b>100.00%</b>	<b>\$ 66,592.40</b>		
<b>Treasurer's Fees</b>						
General Fund		\$ 3,610.00	25.81%	\$ 3,608.31	99.95%	
Debt Service Fund		10,356.00	74.19%	10,374.45	100.18%	
<b>Total</b>		<b>\$ 13,966.00</b>	<b>100.00%</b>	<b>\$ 13,982.76</b>		

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**GREEN GABLES METROPOLITAN DISTRICT NO. 1  
PRINCIPAL PAYMENT SCHEDULE**

**\$13,910,000 Taxable (Convertible to Tax-Exempt)  
Limited Tax (Convertible to Unlimited Tax) General  
Obligation Refunding and Improvement Loan**

**Series 2019**

**Dated November 14, 2019**

**Interest Payable June 1 and December 1**

**Principal Payable December 1**

**Bonds and Interest  
Maturing in the  
Year Ending  
December 31,**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 280,000	\$ 409,994	\$ 689,994
2024	265,000	402,521	667,521
2025	275,000	393,307	668,307
2026	295,000	384,886	679,886
2027	305,000	375,854	680,854
2028	330,000	367,519	697,519
2029	340,000	356,410	696,410
2030	365,000	346,000	711,000
2031	375,000	334,824	709,824
2032	415,000	324,227	739,227
2033	430,000	310,634	740,634
2034	530,000	297,468	827,468
2035	320,000	277,387	597,387
2036	350,000	267,723	617,723
2037	370,000	257,153	627,153
2038	410,000	245,979	655,979
2039	430,000	233,597	663,597
2040	470,000	220,611	690,611
2041	500,000	206,417	706,417
2042	545,000	191,317	736,317
2043	570,000	174,858	744,858
2044	620,000	157,644	777,644
2045	655,000	138,920	793,920
2046	710,000	119,139	829,139
2047	750,000	97,697	847,697
2048	810,000	75,047	885,047
2049	1,675,000	50,585	1,725,585
	<u>\$ 13,390,000</u>	<u>\$ 7,017,718</u>	<u>\$ 20,407,718</u>

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**Green Gables Metropolitan District No. 1**  
Claims Paid November 2, 2023 - March 26, 2024

<b>Process Date</b>	<b>Vendor</b>	<b>Invoice Number</b>	<b>Payment Method</b>	<b>Amount</b>
11/28/2023	BrightView Landscape Services, Inc	Multiple	Vendor Direct	\$ 5,659.00
11/28/2023	CliftonLarsonAllen LLP	3914403	BILL EFT	2,629.78
11/28/2023	CliftonLarsonAllen LLP	3956233	BILL EFT	2,937.85
11/28/2023	CliftonLarsonAllen LLP	3911834	BILL EFT	7,817.51
11/28/2023	Colorado Community Media	Multiple	BILL EFT	74.44
11/28/2023	Save Ward Lake, LLC	1025	BILL EFT	8,626.39
11/29/2023	XCEL ENERGY	851690341	Other	1,130.89
12/21/2023	BrightView Landscape Services, Inc	Multiple	Vendor Direct	5,635.66
12/22/2023	CliftonLarsonAllen LLP	3986353	BILL EFT	2,503.62
12/22/2023	CliftonLarsonAllen LLP	3957735	BILL EFT	4,210.48
12/22/2023	CliftonLarsonAllen LLP	3986352	BILL EFT	4,343.85
12/22/2023	CO Special Dist. Prop & Liab Pool	Multiple	BILL Check	4,414.00
12/22/2023	Seter Vander Wall P.C.	Multiple	BILL Check	5,559.40
12/22/2023	T. Charles Wilson	12731	BILL EFT	595.00
12/26/2023	XCEL ENERGY	855736736	Other	253.48
1/19/2024	BrightView Landscape Services, Inc	8722499	Vendor Direct	324.15
1/22/2024	Seter Vander Wall P.C.	86589	BILL Check	1,314.00
1/26/2024	XCEL ENERGY	859860664	Other	253.47
2/28/2024	XCEL ENERGY	863761135	Other	273.78
3/21/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	858.88
3/21/2024	CliftonLarsonAllen LLP	L241071452	BILL EFT	4,200.26
3/21/2024	CO Special Dist. Prop & Liab Pool	24PL-61189-1431	BILL Check	6,774.00
3/21/2024	Rocky Mountain Pump Controls LLC	3741	BILL Check	280.00
3/21/2024	Seter Vander Wall P.C.	86726	BILL Check	3,405.60
3/21/2024	Special District Association	2024 Dues	Vendor Direct	618.38
3/22/2024	Seter Vander Wall P.C.	86827	BILL Check	1,930.50
3/26/2024	XCEL ENERGY	867903461	Other	314.75
			<b>Total Claims Paid</b>	<b>\$ <u>76,939.12</u></b>